

purpose of ascertaining whether or not this Memorandum of Understanding is being observed. This right shall be exercised reasonably. A qualified representative of the Union shall report to management before proceeding to the work location. The representative shall not interfere with the normal conduct of work.

Section 5.3 Changes

In no event shall a steward or other representative of the Union order any changes, and no changes shall be made except with the consent of the City Manager.

Section 5.4 Access to Personnel Files

An employee or, on presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request and at the reasonable convenience of Human Resources. Documentation in the personnel file relating to the investigation of a possible criminal offense, medical records, pre-employment background information, and information or letters of reference shall be specifically excluded from the inspection and review of the employee and/or the employee's representative. Personnel files shall be reviewed by the employee or his/her representative in the presence of a designated Human Resources representative. An employee may request a copy of materials which are not excluded from inspection and review under this section.

The City will provide employees with copies of all Performance Evaluations, Letters of Reprimand, and Letters of Recordation, if any, and such copies shall be provided to the Union with written authorization of the employee.

(a) For the purposes of this Memorandum of Understanding, a Letter of Recordation is understood as a written record placed into an employee's personnel file intended to be either informative in nature or to document in a positive rather than punitive manner, a notice to the employee for personal correction of actions, which if continued, could result in disciplinary action. Such record does not constitute a disciplinary action. If in the event the employee feels such record constitutes an adverse comment, the employee may, within 30 days, file a written response. The written response shall be attached to, and shall accompany the Letter of Recordation.

Section 6. Salary Plan

Section 6.1 Salary Ranges

(a) Salary ranges for represented classifications shall be as set forth in Appendixes "A", "A-1, and "A-2," hereto attached and made a part hereof, on the effective dates specified herein. The following represents agreed upon modifications to salary during this contract:

(1) Effective December 18, 2000, top steps for covered classes in the bargaining unit will be set to reflect market average^a or internal as set forth in Appendix "A."

^a Historical footnote: Survey jurisdictions used in 2000-01 were the cities

(2) Effective first pay period after November 1, 2001, the salary range for covered classes in the bargaining unit will reflect a 4.5% increase.

(3) Effective first pay period after November 1, 2002, the salary range for covered classes will be adjusted based on the Bay Area CPI^b, as follows: if the CPI is between 3.0% and 6.0%, the adjustment would be the same as the actual CPI rate; if the CPI is below 3%, the adjustment would be 3%; if the CPI is greater than 6% but less than 8%, the adjustment would be 6%. The City will meet and confer on the issue of salary adjustment should the CPI equal or exceed 8%, if so requested by the Union.

(4) Effective first pay period after November 1, 2003, the salary range for covered classes will be adjusted based on the Bay Area CPI, under the same rules as the November 1, 2002, adjustment.

(5) The applicable percentage increases shall be paid at the highest previously existing base rate for the top step of the "employee paid PERS" for each salary range.

(a) For the five- or six-step range, the range will be calculated by dividing each range step, beginning with top step, by the factor 1.0525.

(b) The City agrees to a phased elimination of nine- and eleven-step pay plans and to maintain five- and six-step pay plans for all unit employees. Employees on the nine/eleven step plan as of November 1, 2000, shall be eligible for a merit step increase to the appropriate salary step on the new five/six step plan which provides for at least a five percent (5%) salary adjustment or up to the maximum salary step at the time of the employee's annual performance review date next following November 1, 2000. The City will maintain both a five/six and nine/eleven step salary range structure for approximately one year during this transition period. Any employee hired on or after March 1, 2001, will be assigned to the appropriate five/six step salary plan. Employees hired between November 1, 2000, and February 28, 2001, will be eligible for a merit step increase to the appropriate salary step on the new five/six step plan which provides for at least a five percent (5%) salary adjustment or up to the maximum salary step after six months of service.

Effective first pay period after July 1, 2003, the City agrees to transition the Maintenance Worker I classification from a six-step salary plan to a five-step plan by eliminating the then-current step one and renumbering the then-current step two as new step one, etc. Any employee who was at then step one would automatically be moved to the new step one of the salary range.

Section 6.2 Salary Plan Administration

of Burlingame, Daly City, Foster City, Menlo Park, Millbrae, Pacifica, San Mateo and South San Francisco, and San Mateo County.

b Defined as the Consumer Price Index (SF/Bay Area 82-84 = 100, W).

Employees occupying a position in the competitive service shall be paid a salary within the range established for that position's classification.

Section 6.3 Salary Plan Administration, Original Appointment

Except as herein otherwise provided, the salary for a new employee entering the competitive service shall be the minimum salary step for the classification to which the employee is appointed. However, when necessary to secure the best-qualified employee for a position, the City Manager may appoint a new employee at a salary step other than the minimum step of the respective classification. The City Manager's decision shall be final.

Section 6.4 Salary Plan Administration, Advancement with Salary Range

No salary advancement shall be made so as to exceed the maximum rate established in the pay plan for the class to which the advanced employee's position is allocated. Employees hired at the first step of the salary range shall be evaluated for salary advancement after the first six months of service from the anniversary date and after additional one-year periods of service thereafter until the employee has reached the maximum rate established. Employees hired at other steps of the salary range shall be evaluated for salary advancement after the first year of service from the anniversary date and after additional one year periods of service thereafter until the employee has reached the maximum rate established. Advancement within the salary range shall generally be made one step at a time. However, the City Manager may, when circumstances warrant it, advance the salary of an employee more than one step at a time, or earlier than the required waiting period.

Advancements shall not be automatic, but shall depend upon increased service value of an employee to the City as exemplified by recommendations of the employee's supervisor, length of service, performance record, special training undertaken, or other pertinent evidence.

Advancement to the next higher step within the range of the assigned classification shall be implemented only upon final approval by the City Manager.

Changes in an employee's salary because of promotion, demotion, or an early salary advancement or a delayed salary advancement will set a revised salary anniversary date for that employee.

Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.

Whenever the schedule of compensation for a classification is revised, each incumbent in a position to which the revised schedule applies shall be paid at the same step in the revised range as the step at which the employee was paid in the previous range.

If an employee takes a leave of absence, the time spent away from work shall not be counted toward the completion of the next step. If an employee takes a leave of absence with pay, the time spent away from work in excess of 45 consecutive calendar days shall not be

counted toward the completion of the next step.

Section 6.4.1 Salary Plan Administrations, Employee Evaluations

- (a) Probationary employees shall be evaluated in writing at least every four months during their probationary period.
- (b) Permanent employees eligible for salary step increases shall be evaluated in writing at least once every six months.
- (c) Other permanent employees shall be evaluated in writing at least once per year.
- (d) If an employee evaluation is not completed within thirty (30) days of its due date, the evaluation of that employee shall be deemed to be satisfactory.

An employee, within thirty days (30) after receiving an evaluation, may submit a written response of reasonable length to such evaluation. The written response shall be filed with the evaluation and shall be retained in accordance with established City policy.

Section 6.5 Anniversary Date

- (a) The anniversary date is the date from which time is calculated for purposes of salary step advancement, the ending of the probationary period, the advancement of vacation accrual dates and the accrual of sick leave. This date shall be the employee's actual date of hire.
- (b) The actual date of hire shall govern seniority, and layoff.

Section 6.6 Salary Plan Administration, Salary Step after Promotion or Demotion

(a) Promotion

(1) Rate of Pay.

When an employee is promoted from a position in one classification to a position in a higher classification, that employee shall be entitled to receive the rate of pay of the lowest step in the salary scale of the classification which provides at least 5% above the base salary of the employee, not including acting or special assignment pay or other incentive pay.

(2) Performance Evaluation.

Employees on promotional probation shall be given a written evaluation every four months during the first twelve months.

(b) Demotion

(1) General. When an employee is demoted, the employee's compensation shall

be adjusted to the salary prescribed for the classification to which the employee is demoted, and the specific rate of pay within the range shall be determined by the City Manager. Where the demotion is not for disciplinary purposes, the City Council may provide for a rate of pay higher than the maximum step of the salary schedule for such classification.

(2) Abolition of position. When an employee is demoted as a result of abolition of position, that employee shall be placed at the salary step in the lower classification which most closely approximates but does not exceed the employee's salary in the higher classification.

(3) Voluntary demotions; demotions resulting from probationary rejections. When an employee takes a voluntary demotion to a position previously held or is reappointed to such a position as the result of a probationary rejection, the employee shall be placed at the same step in the lower classification which the employee last held. The employee's service time at such step shall be the same as the service time held previously at such step.

(4) Disciplinary demotions. When an employee is demoted to a lower classification for disciplinary reasons, the specific rate of pay in the salary range of such classification to which the employee shall be entitled shall be determined by the City Manager.

Section 6.7 Acting Pay

(a) Assignment to another classification. An employee assigned by the department head to perform substantially the duties of a higher paid classification for one full day or more shall receive the rate of pay established for the salary step of the classification of the acting assignment that is a minimum of five percent (5%) greater than the employee is currently earning, retroactive to the first hour; provided, however, that the rate paid shall not exceed the top step of the assigned classification. Work assignments shall not be changed for evading Acting Pay provided in this section to an employee who otherwise would be eligible. In addition to pay, an employee assigned to another classification shall receive any benefits attendant to the higher classification which are not attendant to the employee's normal classification. This includes eligibility for management leave (and loss of overtime eligibility) if appointed to an FLSA-exempt position for a period of thirty (30) days or more. Also, if an employee is assigned to another classification on the two workdays immediately preceding and immediately following a City holiday, that employee shall receive holiday pay at the rate of the higher classification.

The City Manager shall have the discretion to increase the salary of such employee to an amount not in excess of the top step of the higher classification. If an employee is assigned to another classification for a period exceeding one year, that employee shall be eligible for merit step increases in the higher classification, and shall be returned to the employee's original classification at a higher step, if applicable.

(b) Special Circumstances – Special Recognition Pay. An employee specifically assigned by a department head through use of the personnel action form process on a temporary or longer term basis to regularly perform work outside of the scope of the employee's permanent

classification but not performing substantially the duties of another job classification may receive Special Circumstances – Special Recognition Pay at the exclusive discretion of the City Manager. The City Manager may assign a rate of pay between 3.5% and 10% depending on the nature of the circumstances and organizational need. The determination as to the rate of pay made by the City Manager is final and is not subject to use of the Grievance Procedure.

Section 6.8 Water Certification Pay

Employees in the classification of Maintenance Worker I/II, who are assigned to the Water Division and who obtain and maintain AWWA Water Treatment Operator grade 2 certification or the equivalent certification required by the California Department of Health Services, shall be entitled to water certification pay in the amount of three percent (3%) of the employee's regular base salary. Such pay shall commence the first pay period after the employee provides proof of having obtained the necessary certification.

Section 6.9 Bilingual Incentive Pay

(a) Employees who are capable of using American Sign Language, or a foreign language designated by Human Resources as critical for public service in San Bruno, in business dealings with the public shall be eligible for incentive pay at a rate of 2.5% of base salary.

(b) To receive bilingual incentive pay, an employee must pass a basic written test and an oral conversation exercise.

(c) Incentive pay eligibility will begin when the City has concluded contracts with all bargaining units in active negotiation as of February 1, 2001.

Section 6.10 Revision of Certain Position Descriptions

It is understood and agreed that Maintenance Worker II, Mechanic II, and Pump Mechanic II position descriptions will be updated to reflect clarifications of certifications and experience requirements. The City and Union agree that, with the salary level reflected in Appendix "A," the City will not provide additional incentive pay for attaining certifications necessary or directly related to the performance of job duties outlined in position descriptions (except as noted in Section 6.8 above) and that the level II positions reflect differentiation in nature of work duties performed between the level I and II employees.

It is further understood and agreed that a new CATV Technician position description will be developed to reflect the I, II and III levels, and that a position description will be developed for the Maintenance Technician position.

Section 6.11 Salary Plan, Pay Periods

Employees shall be paid bi-weekly. Regular salary and overtime will normally be paid within five (5) days after the close of the pay period.

Section 6.12 Direct Deposit

All employees hired after February 28, 2001, shall be paid only via direct deposit into a bank account. Employees shall have thirty (30) days from the date of hire to submit appropriate information to the Finance Department for the processing of direct deposit pay.

Section 7. Filling of Vacancies

Section 7.1 Filling Vacancies

Except as otherwise provided in this Memorandum of Understanding, whenever the City Manager determines that a vacancy in a class described in Appendix "A" of this Memorandum of Understanding is to be filled it shall be filled from employment lists established as a result of competitive examination.

Section 7.2 Announcements

All examinations for classes set forth in Appendix A of this Memorandum of Understanding shall be noticed to the collective bargaining unit's representative, Teamsters Local 856 IBT, and in other such manner as the City deems appropriate.

The announcements shall specify the following:

- (a) The title and salary range of the class;
- (b) The nature of the work to be performed;
- (c) Preparation desirable for the performance of the work of the class;
- (d) The dates, time, place, and manner of making applications; and
- (e) Other pertinent information.

Section 7.3 Application Form

Applications shall be made on forms provided by the Personnel Officer. Such forms shall require information covering training, experience, and other pertinent information. All applications must be signed under penalty of perjury by the person applying.

Section 7.4 Disqualification of Applicants

The City Manager as personnel officer, or the Manager's designee, may reject any application if:

- (a) The application indicates on its face that the applicant does not possess the minimum qualifications required for the position;